GOVERNMENT OF MYSORE

LABOUR AND MUNICIPAL ADMINISTRATION DEPARTMENT (LABOUR).

Labour Dispute.—Industrial dispute between the workmen and the management of M/s. Jain Mineral Industries, Mysore-4.

Award of the Industrial Tribunal, Bangalore—published.

Read the following papers :

(i) Letter No. I.T. No. 1933—66-67, dated 19th November 1966, from Shri A. Panchakshariah, Presiding Officer, Industrial Tribunal, Bangalore.

BEFORE THE INDUSTRIAL TRIBUNAL IN MYSORE, BANGALORE.

Dated 18th November 1966.

Present

Sri A. Panchakshariah, B.A., (HONS.), LL.B., *Presiding Officer*

I.D. No. 156 of 1966.

First Party :

Workmen of M/s. Jain Mineral Industries, Mysore.

Second Party :

Management of M/s. Jain Mineral Industries, Mysore-4.

Appearances.

For *I Party*.—

Sri T. N. Nagaraj, President, Jain Mineral Industries Employees' Union, Mysore.

For *II Party*.—

Sri B. Hanumantha Rao, Manager, M/s. Jain Mineral Industries, Mysore-4.

Reference.

G.O. No. PLM 377 LLD 66, Bangalore, dated 25th August 1966.

AWARD

The Government of Mysore, in their Order No. PLM 377 LLD 66, dated 25th August 1966, have referred to this tribunal for adjudication, under Section 10 (1) (*d*) of the Industrial Disputes Act, 1947, certain points of dispute which existed between the workmen and management of M/s. Jain Mineral Industries, Mysore-4. Those points of dispute relate to the scales of pay of the various class of workers enumerated in the Reference. In addition the wage scales the dispute also covers the payment of House Rent Allowance and Gratuity Benefits, etc., with effect from 1st January 1962.

2. As soon as this Reference was received, the same was registered as I.D. No. 156 of 1966 and notices were taken out to the I Party directing it to file its claim statement. The I Party has filed a lengthy claim statement enumerating all the demands. As against this the II Party Management has filed its Counter statement denying the claims made by the I Party.

3. On 2nd November 1966 both the parties appeared before the tribunal, the I Party represented by Sri T. N. Nagaraj, President of the I Party Union and advocate of the Mysore Bar, and the II Party represented by Sri B. Hanumantha Rao, Manager of the II Party firm, and reported settlement of the dispute and filed a Joint Memo and also a Memorandum of settlement. The Memorandum of Settlement covers the terms agreed to between the parties, and both the parties requested the tribunal that an award may be passed in terms of the settlement.

4. Accordingly, I pass an award in terms of the Memorandum of Settlement which is filed before the tribunal. This Memorandum of Settlement is annexed to this award and shall form part of the award. Under the circumstances each party will bear its own costs.

A. PANCHAKSHARIAH,
Presiding Officer,
Industrial Tribunal.

MEMORANDUM OF SETTLEMENT

Under Section 18 *read with Section* 2(*P*) *of the Industrial Dispute Act* 1947 *and Rule* 59 *of the Industrial Dispute* (*Mysore*) *Rules* 1957.

MEMORANDUM OF SETTLEMENT arrived at this 1st day of November One thousand nine hundred and sixty-six between the management of M/s Jain Mineral Industries, 946. Lakshmipuram, Mysore-4 represented by the Partner and Manager and Authorised Representative of the said Industrial concern hereinafter called as the "MANAGEMENT" and their workmen through their H. S. Jain Mineral Industrial Employees' Union, Room No. 3, Door No. 856, Basaveshwara Road, Mysore-4, represented by its President, Secretary and Assistant Secretary hereinafter referred to as the "UNION"

NAMES OF PARTIES

Representing the Management of M/s Jain Mineral Industries, Mysore-4.—

1. Sri K. S. Sumathi Kumaraiah, B.SC., Partner and Manager
2. Sri B. Hanumantha Rao, Authorised Representative.

Representing the workmen of M/s Jain Mineral Industries, through their Union, H. S. Jain Mineral Industrial Employees' Union, Mysore-4.—

1. Sri T. N. Nagaraj, B.A., LL.B., President.
2. Sri C. Shivanna, Secretary.
3. Sri Kale Gowda, Assistant Secretary.

PURPOSE

The purpose of this settlement is to avert all sorts of litigations and extreme coercive acts, and action by either party with a view to build up the concern on a sound financial foundation keeping always an eye on economy, efficiency and endurance and to maintain harmonious relationship between the Management and the Union by avoiding strikes, lock-outs, go-slow, slow-down or any other similar show-down and to attain efficiency and uninterrupted production in the concern and to promote the expansion and future stability of the Industry.

For achieving the above objectives the management and the Union agree to encourage the highest possible degree of providing co-operative relationship between their respective members at all levels. Both parties believe that the proper attitude must be based on mutual good understanding of and regard to the rights and responsibilities of both the Management and the Union.

SCOPE

The settlement shall apply to the Union and the Management all of whom shall be bound by the terms of this settlement for the full period of three years with effect from the date of this settlement, *i.e.*, 1st November 1966.

TERMS OF SETTLEMENT

The terms of this settlement are in accordance with the Annexure "A" enclosed to this settlement. These terms are arrived at after meticulous discussions of the various aspects of the merits of the demands put forth by the Union in its letter No. 4—65-66, dated 13th December 1965 and claim statement No. 72—65-67, dated 30th September 1966 before the Honourable Industrial Tribunal, Bangalore, in I.D. No. 156 of 1966. In view of this agreed settlement by way of compromise, both the Management and the Union hereby agree that all the disputes, differences and demands placed on the Management pending on this date shall be treated as fully settled to the mutual satisfaction of both the parties.

Both parties hereby agree that during the period of this settlement, they shall not present any of the points now settled for any adjudication or otherwise, and the Union on the other part undertakes that they will not allow any other Trade Union to come up during the period of this settlement, so that no force or co-ercive is brought by their action which may offend the interest of the management.

In consideration of the benefits granted by the Management to the workmen as shown in the Annexure "A" and maintenance of continued peaceful and settled conditions, the Union on behalf of the workmen hereby agree that all disputes as on date are deemed to have been completely settled to the mutual satisfaction of both the parties and further agree not to raise any dispute or resort to any go-slow, or slow-down or any other similar show-down or call or declare a strike on any of the issues covered by this settlement during the period of this settlement.

The managment on their part agree not to curtail or withdraw any of the existing facilities as detailed in Annexure "B" or declare a lock-out during the period of this agreement, or reduce the existing strength of 5 workmen, *i.e.*, 2 workmen and 3 watchmen except in case of retirement or misconduct.

Both parties further agree that there shall be no lock-out or strike on any issue whatsoever during the period of this settlement.

This Settlement shall be in force for a period of three years from 1st November 1966.

The Management and the Union hereby agree that the monetary benefits, *viz.*, the difference of wages, etc., becoming due consequent on this settlement shall be arranged to be paid to the workmen within one month from the date of this settlement.

In witness whereof the parties affix their signatures through their authorised representatives this 1st day of November One thousand nine hundred and sixtysix at Mysore.

Representing the Management—

1 K. S. Sumathikumaraiah,
Manager and Partner.

2. B. Hanumantha Rao,
Authorised Representative.

Witnesses :—

1 K. N. Krishna Swamy.
2. M. K. Mahaboob Jan.

Representing the Union.

1. T. N. Nagaraj, *President.*
2. C. Shivanna, *Secretary.*
3. Kale Gowda, *Assistant Secretary.*

"True Copy"

A. PANCHAKSHARIAH,
Presiding Officer,
Industrial Tribunal, Bangalore.

BEFORE THE HONOURABLE INDUSTRIAL TRIBUNAL, BANGALORE.

I.D. No. 156 of 1966.

ANNEXURE "A"

Industrial Dispute between the workmen of M/s Jain Mineral Industries, represented by Sri T. N. Nagaraj, B.A., LL.B., President, Sri C. Shivanna, Secretary and Sri Kale Gowda, Assistant Secretary, of H. S. JaJin Mineral Industrial Employees' Union, and the Management of M/s Jain Mineral Industries, Mysore, represented by Sri K. S. Sumathi Kumaraiah, B.sc., Partner and Manager and Sri B. Hanumantha Rao, Authorised Representative.

JOINT MEMORANDUM OF SETTLEMENT

The Parties beg to state that the above dispute pending adjudication before this Honourable Tribunal has since been amicably settled by direct negotiations between the Parties to the mutual satisfaction of both the parties on the following terms.

I. (*a*) INTRODUCTION OF TIME SCALES OF PAY :—

It is hereby agreed by the concerned that they shall give effect to the following time scales of pay to all the workmen effective from 1st October 1965 :—

(i) All male workmen including watchmen—
Rs. 65—3—80—4—120.

(ii) All female workers (for the present incumbents only)—
Rs. 50—2—70—3—85.

For new entrants—Rs. 40—2—60—3—75.

(iii) Drivers—Rs. 65—4—85—5—140.

(*b*) WEIGHTAGE BENEFITS :—

Such of those including the 10 retrenched workers who have completed ten years of service or more as on 1st October 1965 shall be given two increments and one increment for those who have put in less than ten years of service as on 1st October 1965 in the above sanctioned time scale of pay.

II. DEARNESS ALLOWANCE

Taking into account the recent trend in the upward prices of foodgrains, etc., the Management agrees to pay a uniform dearness allowance of Rs. 30 (Rupees thirty only) per mensem for every worker commencing from 1st October 1965.

III. INTRODUCTION OF GRATUITY SCHEME

It is agreed to introduce in the concern a retiring Gratuity Scheme for the benefits of all the workmen with effect from 1st October 1965 on the following conditions :—

Gratuity at the rate of 15 days basic pay for each completed year of service up to a maximum of 15 months pay will be paid to every worker either on retirement or resignation invalidated due to bad health of an employee, who has rendered a continuous good service for not less than twelve years from the date of his appointment in the concern. Gratuity is also payable in the case of death of an employee while in service without insisting on the minimum service.

The last drawn basic pay per month shall be taken into account for the purposes of calculating the Gratuity amount due. The other Rules governing payment of gratuity shall be as laid down by the Management.

Consequent on the introduction of the retiring Gratuity Scheme, both parties hereby agree that the age of superannuation of workers shall be fixed at 55 (fifty-five) years of age. The workers shall produce within a month from the date of this settlement a declaration showing the proof of their age in the shape of a birth certificate or school

certificate and or horoscope in original and the same will be taken as final proof of their age. If no age proof is forthcoming within the time limit now fixed, the age as fixed by a Medical Officer deputed by the Management on Medical Examination shall be treated as final and binding on the workmen.

Gratuity shall not be payable to an employee in the following circumstances,

(*a*) dismissal for misconduct, and

(*b*) termination of service for any reason involving moral turpitude.

Payment of gratuity shall be subject to the deduction on account of any amount due by the employee to the Management.

ANNEXURE "B"

The existing facilities which are being granted to the workers by the management.

1. *Leave benefits*.—The leave facilities which are now regulated as per the provisions of the factories Act (Central) and the Rules framed thereunder will be continued.

2. *Holidays*.—The following holidays will be granted with wages to the workers during a calendar year.

(*a*) Uttarayana Punyakala,
(*b*) Republic Day,
(*c*) Mahashivarathri,
(*d*) Lunar New Years' day.
(*e*) Independence Day,
(*f*) Ganesh Vratham,
(*g*) Mahalaya Amavasya,
(*h*) Mahanavami,
(*i*) Vijaya Dasami,
(*j*) Deepavali.

3. *Bonus*.—Payment of Bonus will be regulated as per the provisions of the payment of Bonus Act, 1965.

Representing the Management—

1. K. S. Sumathi Kumaraiah, *Partner and Manager*.
2. B. Hanumantha Rao, *Authorised Representative*.